



# Lee County Board of County Commissioners DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) NON-CCNA

Solicitation No.: RFP170457LKD

Solicitation

Name: Computer Aided Dispatch System (CAD)

Open

Date/Time: 10/31/2017 Time: 2:30 PM

Location: Lee County Procurement Management

1500 Monroe Street 4th Floor

Fort Myers, FL 33901

Procurement

Contact: Lori DeLoach, CPPB Title Procurement Analyst

Phone: (239) 533-8881 Email: LDeLoach @leegov.com

Requesting

Dept. Public Safety

Pre-Solicitation Meeting:

Type: None at this time

Date/Time: n/a Location: n/a

# All solicitation documents are available for download at <a href="https://www.leegov.com/procurement">www.leegov.com/procurement</a>

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Notice to Contractor / Vendor / Proposer(s)
RFP# RFP170457LKD Computer Aided Dispatch System (CAD)

#### REQUEST FOR PROPOSAL (RFP)

Lee County, Florida, is requesting proposals from qualified individuals/firms for

Computer Aided Dispatch System (CAD)

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

#### 2:30 PM Tuesday, October 31, 2017

to the office of the Procurement Management Director, 1500 Monroe Street, 4<sup>th</sup> Floor, Fort Myers, Florida 33901. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from <a href="www.leegov.com/procurement">www.leegov.com/procurement</a>. Vendors who obtain scope of services from sources other than <a href="www.Leegov.com/procurement">www.Leegov.com/procurement</a> are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from <a href="www.Leegov.com/procurement">www.Leegov.com/procurement</a>. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

#### There will be no Pre-proposal Conference for this RFP

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Lori DeLoach, CPPB LDeLoach@LeeGov.com

Sincerely,

Mary G. Tucker, CPPO, FCCM, FCCN Procurement Management Director

<sup>\*</sup>WWW.LeeGov.Com/Procurement is the County's official posting site

### Terms and Conditions Request for Proposal

#### 1. DEFINTIONS

- 1.1. **Addendum/Addenda**: A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate**: Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package**: A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer**: One who submits a response to a solicitation.
- 1.5. **County**: Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening**: Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages**: Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management**: shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible**: A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive**: A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation**: An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

#### 2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
  - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
  - 2.1.2. Lee County Procurement Management Division Policy and Ordinances
  - 2.1.3. Special Conditions and Supplemental Instructions
  - 2.1.4. Detailed Scope of Work
  - 2.1.5. These Terms and Conditions

#### 3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
  - 3.1.1. Lee County Procurement Policy Manual
  - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.

- 3.1.3. Florida Statute 218 Public Bid Disclosure Act.
- 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
- 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax**: If applicable, provide with proposal.
- 3.3. **License(s)**: Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.

#### 4. RFP – PREPARATION OF PROPOSAL

4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.

#### 4.2. **Submission Format**:

- 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with "Not Applicable" or "N/A" in large letters across the form.
- 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
- 4.2.3. Should not contain links to other Web pages.

#### 4.3. **Preparation Cost**:

4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.

#### 5. RESPONSES RECEIVED LATE

- 5.1. It shall be the proposer's sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
- 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer's request and expense.
- 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

#### 6. PROPOSER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible**: Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
  - 6.1.1. Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on the disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
  - 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.
  - 6.1.3. Any proposer or sub-proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the proposer or sub-proposer.

6.2. **Past Performance**: All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.

#### 7. PRE-SOLICITATION CONFERENCE

- 7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.
- 7.2. **Non-Mandatory**: Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.
- 7.3. **Mandatory**: Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

#### 8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.
- 8.2. Response(s) will be in the form of an Addendum posted on <a href="www.leegov.com/procurement">www.leegov.com/procurement</a>. It is solely the proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

#### 9. QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warrantees will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranteed for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

#### 10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the bidder shall furnish to the County, no later than ten (10) business days prior to the solicitation opening date, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an Approved Alternate to the prescribed specifications.
- 10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

#### 11. ADDITIONS, REVISONS AND DELETIONS

11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

#### 12. NEGOTIATED ITEMS

- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.

#### 13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.
- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

#### 14. CONFIDENTIALITY

- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.
- 14.3. Lee County <u>will not reveal engineering estimates or budget amounts for a project</u> unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168:

A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

#### 15. CONFLICT OF INTEREST

15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

- 15.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
- 15.3. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 15.4. **Business Relationship Disclosure Requirement**: The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statues. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

#### 16. ANTI-LOBBYING CLAUSE (Cone of Silence)

16.1. Following Florida Statute Section 287.057(23), Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. If it is determined that improper communications were conducted, the Proposer maybe declared non-responsible.

#### 17. DRUG FREE WORKPLACE

17.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs as defined in accordance with Section 287.087, FL § .

#### 18. DISADVANTAGED BUSINESS ENTERPRISE (DBE's)

- 18.1. The County encourages the use of Disadvantaged Business Enterprise Proposer(s) as defined and certified by the State of Florida Office of Supplier Diversity.
- 18.2. Bidder/Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

#### 19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

19.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of

- race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 19.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 19.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <a href="http://www.dms.myflorida.com">http://www.dms.myflorida.com</a>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

#### 20. PROPOSER/SUB-PROPOSER/CONSULTANT/CONTRACTOR RELATIONSHIP

20.1. The prime proposer on a solicitation may not also be listed as a sub-proposer/consultant/contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-proposers/consultant/contractor may be listed on multiple proposals for the same solicitation.

#### 21. SUB-PROPOSER/CONSULTANT

21.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

#### 22. RFP - PROJECT GUIDELINES

- 22.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
  - 22.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
  - 22.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
  - 22.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
  - 22.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
  - 22.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
  - 22.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

#### 23. RFP – EVALUATION

Ranking Method: Lee County uses the Dense Ranking (1223" ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. This ranking method is used for each individual committee member's scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1("first"), B is ranked number 2 ("joint second"), C is also ranked number 2 ("joint second") and D is ranked number 3 ("third").

- 23.1.1. Each Ranking is derived by the individual committee member's scores being totaled and then ranked with the highest "score" being "ranked" first with each following in the same manner. For example: a score of 100 would rank 1, a score of 75 would rank 2, and continue until all proposals have been ranked.
- 23.1.2. Upon completion of this method for each individual committee member the individual rankings are then totaled for an "Over-all Ranking." During the Over-all Ranking process the lowest total would be deemed the highest ranked (1). Example: Proposer A individual rankings totaled 5 and Proposer B individual rankings totaled 7 making "Over-all Ranking" order as Proposer A ranked 1, Proposer B ranked 2.
- 23.1.3. In the event of a tie, please refer to the tiebreaker section of this solicitation.)

#### 23.2. **Evaluation Meeting(s)**:

- 23.2.1. Evaluation 1: The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 23.2.2. Evaluation 2: Following the initial evaluation process, the short-listed proposer(s) will be required to provide an on-site interview/presentation.
  - 23.2.2.1. Such subsequent evaluations will be accomplished by simply ranking the proposers. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers' rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) the highest ranking.
- 23.2.3. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: <a href="www.leegov.com/procurement">www.leegov.com/procurement</a> (Projects, Award Pending.)

#### 24. RFP – SELECTION PROCEDURE

- 24.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.
- 24.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 24.3. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.
- 24.4. The Procurement Management Director reserves the right to exercise their discretion to:
  - 24.4.1. Make award(s) to one or multiple proposers.
  - 24.4.2. Waive minor informalities in any response;
  - 24.4.3. Reject any and all proposals with or without cause;
  - 24.4.4. Accept the response that in its judgment will be in the best interest of Lee County

#### 25. RFP – TIEBREAKER

- 25.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
  - 25.1.1. Step 1: The proposer that has the highest number of 1<sup>st</sup> place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2<sup>nd</sup>, place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3<sup>rd</sup>, then 4<sup>th</sup>, then 5<sup>th</sup> rank, will be counted until the tie is broken.
  - 25.1.2. Step 2: At the conclusion of step 1 if all is equal, the local proposer shall be deemed the highest ranked proposer over a non-local proposer. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.
  - 25.1.3. Step 3: At the conclusion of step 1 and step 2 if all is equal, the proposer having a drug-free work place program, in accordance with Section 287.087, FL §, shall be deemed the first ranked proposer.
  - 25.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1<sup>st</sup> place proposer shall be determined by the flip of a coin.
- 25.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

25.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

#### 26. RFP – EVALUATION/ SELECTION COMMITTEE

- 26.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee.
- 26.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project. If applicable, the Selection Committee may choose to short-list Proposers/Firms to be interviewed to determine final selection.

#### 27. WITHDRAWL OF PROPOSAL

- 27.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 27.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 27.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
  - 27.3.1. The proposer acted in good faith in submitting the proposal,
  - 27.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
  - 27.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
  - 27.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

#### 28. PROTEST RIGHTS

- 28.1. Any proposer that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.
- 28.2. "Decisions" are posted on the Lee County Procurement Management Division website. Proposers are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)
- 28.3. Refer to the "Bid/Proposal Protest Procedure" section of the Lee County "Contracts Manual" for the complete protest process and requirements. The Manual is posted on the Lee County website or you may contact the Procurement Management Director.
- 28.4. In order to preserve your right to protest, you must file a written "Notice Of Intent To File A Protest" with the Lee County Procurement Management Director by 4:00 PM on the 3<sup>rd</sup> working day after the decision affecting your rights is posted on the Lee County website.
  - 28.4.1. The notice must clearly state the basis ad reasons for the protest.
  - 28.4.2. The notice must be physically received by the Procurement Management Director with in the required time frame. No additional time is granted for mailing.
- 28.5. To secure your right to protest you will also be required to post a "**Protest Bond**" and **file a written** "*Formal Protest*" document **within 10 calendar days** after the date of "*Notice of Intent to File a Protest*" is received by the Procurement Management Director.
- 28.6. Failure to follow the protest procedures requirement within the timeframes as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of your protest and any resulting claims.

#### 29. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

29.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

#### 30. CONTRACT ADMINISTRATION

#### 30.1. **Designated Contact:**

- 30.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 30.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 30.2. **RFP Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
  - 30.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual agreement of both parties.
  - 30.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
  - 30.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

#### 30.3. **RFP – Basis of Award:**

30.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.

#### 30.4. Agreement/Contract:

30.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <a href="http://www.leegov.com/procurement/forms">http://www.leegov.com/procurement/forms</a>.

#### 30.5. **Records**:

- 30.5.1. <u>Retention</u>: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 30.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
  - 30.5.2.1. Keep and maintain public records required by the County to perform the service.
  - 30.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
  - 30.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
  - 30.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the

contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

- 30.5.3. Public Record: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL §, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, http://www.leegov.com/publicrecords.
- 30.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

#### 30.6. **Termination:**

- 30.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty** (30) calendar days' advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
- 30.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D", "AC-4-1.pdf".)
- 30.6.3. Any proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 30.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
  - 30.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
  - 30.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
  - 30.6.4.3. Contractor has engaged in business operations in Cuba or Syria;
  - 30.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel beginning October 1, 2016.

#### 31. WAIVER OF CLAIMS

31.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty** (30) calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

#### 32. LEE COUNTY PAYMENT PROCEDURES

32.1. All vendors are requested to mail an original invoice to:

Lee County Finance Department Post Office Box 2238 Fort Myers, FL 33902-2238

- 32.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 32.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 32.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

#### 33. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)

33.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

#### 34. DEBRIS DISPOSAL (if applicable)

34.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

#### 35. SHIPPING (if applicable)

- 35.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 35.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

#### 36. INSURANCE (AS APPLICABLE)

36.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.



#### **Major Insurance Requirements**

Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.

**a.** <u>Commercial General Liability</u> - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

\$1,000,000 products and completed operations

\$1,000,000 personal and advertising injury

**b.** <u>Business Auto Liability</u> - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL) or \$500,000 bodily injury per person \$1,000,000 bodily injury per accident \$500,000 property damage per accident

**c.** <u>Workers' Compensation</u> - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident \$500,000 disease limit \$500,000 disease – policy limit

\*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

#### **Verification of Coverage:**

- Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval.
   The certificate shall provide for the following:
  - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners P.O. Box 398 Fort Myers, Florida 33902

b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

#### **Special Requirements:**

- 1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
- 2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide section

#### SPECIAL CONDITIONS

These conditions are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

#### 1. TERM

From Notice to Proceed or Purchase Order date, whichever applies, <u>335</u> calendar days to substantial completion, <u>30</u> calendar days to final completion (estimated timeline 365 total calendar days.) Proposal to be based on this timeline. The county reserves the right to negotiate the timeline with awarded vendor.

**End of Special Conditions** 

# LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR

#### **RFP170457LKD**

#### **Computer Aided Dispatch Replacement and Associated Interfaces**

#### 1. GENERAL SCOPE OF PROJECT

1.1. Lee County is seeking proposals for a turnkey solution that includes installation, implementation, training and maintenance for a system that supports the following: Computer Aided Dispatch (CAD), Mobile Data Computer, and Global Positioning Systems (GPS) Automatic Vehicle Locator (AVL).

#### 2. BACKGROUND

- 2.1. Lee County Division of Public Safety serves an area of 1,212 square miles including barrier islands, rural, suburban, and urban environments. The County has a full time population of over 700,000. Any system considered will need to be scalable given the projected increase in population (to 979,000 permanent residents with an additional 18% seasonal residents) between the present date and 2030.
- 2.2. Lee Control is the County-operated E9-1-1 secondary answering point, dispatching a county-wide Emergency Medical Service, two combined Fire EMS departments, and 19 independent Fire-Rescue departments. 90% of the departments are dispatched by GPS for closest unit and cross boundary response. These departments consist of more than 200 vehicles that exist as resources for emergency response as well as command staff locations and vehicles where these responses are monitored.
- 2.3. Lee Control currently staffs 11 dispatch positions and one supervisor's position that interface with the Intrado Voice over IP for Emergency Response (VIPER) version 5.1 customer premise equipment, the PowerPhone version 6.1 and MapFlex version 2.1. In 2016 Lee Control processed 209,197 incidents. There is also a training location with four positions, backup location with eight positions, monitoring location with three positions and maintenance location with two positions. Lee Control is accredited with the International Academies of Emergency Dispatch (IAED) as a dual Accredited Center of Excellence (ACE) in both Emergency Medical Dispatch (MPDS) and Fire Emergency Dispatch (FPDS).
- 2.4. The current system in place is a Motorola Premier CAD system version 7.0.14 and Premier Mobile Dispatch Computer v 6.04.
- 2.5. Lee Control relies on Public Safety information technology personnel to manage the operation and maintenance of the CAD workstations, County-owned mobile workstations and mobile connectivity. Fire Agency personnel or contractors handle maintenance of non-County-owned mobile workstations and mobile connectivity. Lee County's Information Technology vendor will operate and maintain the core CAD system, server infrastructure and network, proposed in this request.

#### 3. PROJECT OBJECTIVE

#### 3.1. PROJECT MANAGEMENT:

- 3.1.1. Follow industry standard project management methodology in managing the project.
- 3.1.2. Track project management detailed milestones in Microsoft Project and Excel or a format acceptable to the County.
- 3.1.3. Produce documentation in a format approved by Lee County during all phases of the project.
- 3.1.4.Documentation should include, but is not limited to a communication plan; change management plan; meeting agendas; minutes; workflow diagrams; status reports and risk/issue identification ensuring that stakeholders are well informed of the project details.
- 3.1.5.Collaborate with County project management staff to establish a structured project schedule that includes: project plan definition, goals, milestones, regular update meetings, status reports and deadlines for deliverables. Specific assignments will be established in advance of each project phase.
- 3.1.6. Conduct recurring status meetings with the project stakeholders and the project team.

#### 3.2. **INSTALL**:

3.2.1.The successful completion of the installation of equipment hardware, software, interfaces. Installation is independent of the final configuration of software, which would occur by Go-Live. However, certain

- aspects of the installation/interfaces may be dependent on the Go-Live cut-over and shall not be considered complete unless proven operational through alternative means.
- 3.2.2. The Project Management Plan will detail functional specifications (attached Excel spreadsheet, tabs 1-10) which are included in the installation objectives.

#### 3.3. TRAINING & SUPPORT:

- 3.3.1.Training is complete when all agreed upon training is delivered and materials and tools related to training and support are available to Lee County and its stakeholders (tabs 11 & 13). End user training should be conducted as close to scheduled Go-Live date as practical (no greater than 60 days prior) so to ensure users retain information and system configuration is near production status.
- 3.4. **GO-LIVE**: (Making the software live in the production environment.)
  - 3.4.1. Provide proper hand-off materials of finished project must be acceptable to the County and meet the County's needs to continue and complete remaining installation, test, cut-over. Materials include but are not limited to, up-to-date detailed project plan including schedules and resources, all contacts (vendor, county, constitutional, etc.), communications plan, product information, warrantee, as-built documentation, and cross-over training, sufficient to allow the existing County team to continue and complete remaining installation, test, cut-over.
  - 3.4.2. All Call Taking and Dispatching functions and related interfaces are operational on the proposed system and proposed system is primary system in operation for the County.

#### 3.5. FINAL ACCEPTANCE:

3.5.1. Final acceptance shall mean upon the successful completion and acceptance of the project.

#### 4. PAYMENT AND PERFORMANCE MILESTONES

4.1. Upon completion of each of the following tasks, in the time allocated, application for payment may be made for that item #. Payment applications should not be more frequent than once per month. (TBD shall mean "to be determined" with input from awarded proposer) Timeline may not exceed time specified for this project. Calendar days shall commence upon Notice to Proceed being issued. A timeline, of calendar days, for each milestone shall be established with the awarded vendor.

#### 4.2. Acceptance of Project Management Plan

4.2.1. Project Management Plan Acceptance stage is complete when the initial project management plan is agreed upon to the satisfaction of both parties.

#### 4.3. <u>Installation:</u>

4.3.1.Install stage shall mean upon the delivery and successful completion of the equipment installation. (hardware, software, interfaces, etc.)

#### 4.4. Training and Support:

4.4.1. Training stage is complete when all agreed upon training is delivered and materials and tools related to training and support are available to Lee County and its stakeholders.

#### 4.5. Go-Live:

4.5.1.Go-Live stage shall mean that all Call Taking and Dispatching Functions and related interfaces are operational on the proposed system and proposed system is primary system in operation for the County.

#### 4.6. Final Acceptance

4.6.1. Final acceptance stage is predicated on successful completion of Go-Live, 45-day Reliability Test, all deliverables and all trouble ticket items resolved to the satisfaction of both parties.

End of Detailed Specifications Section

#### SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

#### 1. SUBMITTAL REQUIREMENTS

- 1.1. Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 single sided pages only with minimum font size of 10 points. PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS so that those evaluating your submittal can easily compare each section with others that are submitted. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3. Proposers shall submit one (1) original hard copy (clearly marked as such) and six (6) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

#### 2. MANDATORY MINIMUM REQUIREMENTS

Lee County has outlined minimum and recommended requirements of the system in the Microsoft Excel®-based Functional Specifications workbook. While this workbook is an exhaustive list of these requirements, the below provides an abbreviated list for prospective respondents to capture a base set of these requirements.

- 2.1. 100% compatibility with ProQA® Paramount including a clickable ProQA® Paramount software launcher for both Medical Priority Dispatch System and Fire Priority Dispatch System located in the CAD user interface. Platinum level certification is minimally required.
- 2.2. Ensure the information entered into the case after dispatch will be automatically copied over to the CAD incident and immediately viewable to both CAD and Mobile CAD users.
- 2.3. Support multiple jurisdictions, agencies, and disciplines requiring unique incident numbers that will all be associated to one encompassing incident number per incident which when any is updated with new information, all will be updated with the new information with no special commands needed.
- 2.4. The system will have the ability to recommend a blend of AVL closest units and non-AVL equipped units based on station or post to fill out a run card. Establish response levels for "run card" and AVL responses by both call type and by address verified.
- 2.5. The system shall operate on County standard equipment and in accordance with County standards to include at a minimum Microsoft® Windows 2012R2, VMWare® 6.x and VMotion environment, Microsoft SQL 2014 and support Microsoft® SQL AlwaysOn.
- 2.6. System access should be controlled via Active Directory User Groups and standalone credentialing for permissions.
- 2.7. Supports a direct interface to ESRI® native file structures including Enterprise (SDE) Geodatabase, Personal or File Geodatabase, shapefile, map layers and perform any necessary conversions.
- 2.8. Provides an interface to pass discrete data points not limited to Unit ID, Starting Point, Incident location (ending point), recommended travel directions, unit run status to Lee County Department of Transportation.
- 2.9. The system must be compatible with or account for interfaces with VIPER® version 5.1, PowerPhone® version 6.1 and MapFlex® version 2.1 and shall comply with any NENA Next Generation 9-1-1 standards adopted at the time of contract.

#### 3. EVALUATION CRITERIA & SUBMISSION FORMAT

#### Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- ► How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

#### **TAB 1: Qualifications of Company**

Proposals will be evaluated on the qualifications and experience of both the primary contractor (Respondent) and all major subcontractors. Respondents should submit sufficient information to enable the County to understand and evaluate the experience of the Respondent on similar projects. At a minimum, the following shall be provided in the appropriate section of the proposal:

#### 1. General Company Information

- a. Company Profile
  - 1) Identify all company locations
  - 2) Identify the number of employees
    - (a) Employed by the company in total
    - (b) Dedicated to sales
    - (c) Dedicated to technical support
    - (d) Dedicated to research and development
- b. Company Longevity
  - 1) Indicate the number of years in business
  - 2) Indicate the number of years in business selling the CAD system solution solicited herein (minimum of ten years' experience)
  - 3) Provide details on the company acquisitions in the last five years, including company name and dates; include companies acquired by the Respondent and the Respondent's company being acquired
  - 4) Subcontractors, if applicable, will be required to have a minimum of three years of experience in their respective discipline

#### 2. Capacity

a. Time is of essence for this project; therefore, the successful Respondent must be able to perform the work in a timely manner. Present an outline of the Respondent's current workload, present capacity for additional work, and projected future workload, demonstrating ability to respond to County project requirements and complete by April 2019.

#### 3. Respondent's Key Personnel

- a. Respondents must provide information demonstrating the technical knowledge (including all training and certifications) of all key personnel involved in the implementation in the scope of work.
- b. Respondents must provide resumes of the Respondent's project manager and other key design and implementation personnel (identified on an organization chart) that will be assigned to this project that illustrates their qualifications, educational levels, experience, licenses and/or certificates, technical skills, and availability. For each key person, provide a list of relevant projects they have worked on within the past five years with the following information:
  - 1) Project title and location
  - 2) Role, responsibility, and decision authority
  - 3) Point of contact with the customer

#### **TAB 2: Company Relevant Experience & Reference**

- ➤ Provide a statement of understanding that your Company recognizes the County reserves the right to evaluate the proposing Company on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.
- ➤ Consideration will be given to input from other clients of the Respondent's solutions and services, including the ability to manage a project of this size and scope, past performance, and the ability to provide the desired solution in the necessary timeframe. The County will also pursue independent means of contact, when available and appropriate.

#### > References

- a. Respondents must provide a list of all installations that the Respondent has implemented during the past five years that are relevant to the scope of this project. Each project reference shall include:
  - 1) Project title and location.
  - 2) Project start and finish dates.
  - 3) Client point of contact (name and title.)
  - 4) Current telephone number and email address of point of contact.
  - 5) Description of the work/services provided.
  - 6) Percentage of the overall project actually performed by the Respondent.
  - 7) Initial bid price and final contract amount, including the quantity and dollar value of contract modifications.
- b. Respondents shall include three client references with active virtual CAD system environments, providing the information above, if different from the projects referenced.
- c. Provide three client references for the disaster recovery solution proposed, providing the information above, if different from the projects referenced.
- d. Respondents must provide a list of previous implementations utilizing a move up/cover application.
- e. The County may contact client references to validate the information provided by the Respondent and to determine the client's overall satisfaction with the solutions and services provided; therefore, it may prove beneficial to the Respondent to contact its referenced clients to ensure their contact information provided is up-to-date and that the reference will be available during the period of time that the County will be validating references (approximately 120 days).
- f. Respondents may include letters of commendation from customers.

#### > Past Performance

- a. Respondent
  - 1) Provide a list of any projects completed within the last five years that were more than two months behind schedule and an explanation of why.
  - 2) Provide a list of any projects that Respondent failed to complete and an explanation of why.

#### TAB 3: Firm Plan of Approach

#### 1. Submitted Proposal

- a. Respondents will be evaluated on the quality and responsiveness of the proposed CAD system solution as presented in the response to the RFP.
- b. Respondents should demonstrate alternative methods of procurement.
  - 1) Procurement methods should include lease or time payments as well as standard purchase.
  - 2) Procurement methods should include per seat, enterprise and tiered pricing models.
  - 3) Respondents should itemize the cost of software, interfaces, modules, support and training offerings in an ala carte fashion.

#### 2. Management Plan

a. The proposal should provide sufficient information to evaluate the Respondent's approach to managing, designing, and implementing the project. At a minimum, Respondents must provide the information listed below.

- 1) An organizational chart with information sufficient to understand and evaluate the Respondent's organizational structure. The organizational chart only needs to identify those persons who will be assigned to this project.
- 2) Describe the portions of the work that will be undertaken directly by the Respondent and that which will be subcontracted (if applicable). Include what percentage of the overall project the subcontractor is responsible for.
- 3) Provide specifics regarding project management areas such as a communications plan, risk assessment and mitigation, issue tracking, punch list development, change control, and escalation process.

#### 3. Project Schedule

a. Respondents must provide a proposed project schedule beginning at the Notice to Proceed and ending at Go-Live (as defined herein). The timeline should be expressed in terms of calendar days or weeks from the issuance of the Notice to Proceed rather than actual dates and should include specific major events, milestones, and deliverables. Identify any assumptions used that support this timeline.

#### 4. Training Plan

- a. Respondents must provide details regarding the training plan for the CAD solution.
  - 1) Detailed listing of training classes for CAD and mobile data users, including Train-the-trainer classes
  - 2) Detailed listing of classes for system administration training for CAD, interfaces, geographic information system (GIS), mobile data for the startup, configuration, and continued administration of all components
  - 3) Listing of recommended outside training that would be useful for system administration
  - 4) Detailed schedules for training with consideration of maintaining dispatch center staffing requirements
    - (a) Number of classes
    - (b) Class size
    - (c) Class schedule

#### 5. Client-required County Resources

- a. Respondents must provide a list of all Client-required resources (including staff and materials) required to support the implementation of the CAD solution.
- b. Respondents must clearly identify tasks that are the responsibility of the Client resources and communicate required completion dates to fulfill the project schedule. A matrix of tasks versus responsibility (e.g., Respondent, County, other) is a preferred approach.
- c. Respondents must provide a description of the training and skills needed for County resources in order to properly support the system (e.g., DBA level skills, SQL training, Microsoft Active Directory [AD] certification, etc.)

#### 6. Maintenance and Operation

- a. Proposals will be evaluated on the useful life expectancy of the CAD solution, particularly guarantees against early obsolescence. The County will not accept acquisition of a solution which the Respondent does not intend to support for the next 10–15 years.
  - 1) Provide details regarding the operation and maintenance of the CAD solution
  - 2) Provide details as to how the company deploys and charges for version upgrades, and the frequency of the updates
  - 3) Provide details on what the maintenance plan includes in so far as parts, software, labor, and travel related to all components supplied under this contract and any financial rebates to the County if the terms of the maintenance agreement are not met.
  - 4) Provide details on what the maintenance plan does not include and the frequency in which the County might expect these expenses to occur.

#### 7. Proposed Solution

- a. Respondents will be evaluated on the quality of the proposed CAD solution, to include, but not limited to:
  - 1) The degree to which the proposal addresses the stated goals
  - 2) Adherence to the solicitation requirements
  - 3) Extent to which the components of the CAD are integrated to provide a single- system appearance to the end users and an integrated solution

- 4) Extent to which the CAD solution incorporates effective processing methods, state-of-the-art technology and programming languages, and well defined system interfaces
- 5) General ease of use, future modification/expansion, and change
- 6) Detailed security rights and ease of administration
- 7) Comprehensiveness of the documentation (e.g., training materials and manuals)
- 8) Product life expectancy (identify all versions of the CAD solution since inception and any on-going research and development efforts)
- 9) Intuitiveness and aesthetic appeal of the software

#### **TAB 4:** Functional Specifications

**1.** Proposals will be evaluated on the responses provided within the Microsoft Excel®-based Functional Specifications workbook.

#### **TAB 5: Price Scoring** (if applicable)

- The Proposer with the lowest Price Proposal (Grand Total of all items) will be awarded the maximum score of listed in the scoring criteria section.
  - o Note: "To Be Determined" or "ranges of price" are not acceptable entries. If a firm price is not provided zero points will be earned for this category.
- All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points. Score
  - o For example, the maximum score available for price is 10. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 10 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: \$150,000.00/\$160,000.00 = .9375

#### **TAB 6:** Required Forms

o Forms 1-7 Forms, <u>www.Sunbiz.org</u> print-out, etc.

#### 1. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	Qualifications of Company (TAB 1)	5
2	Company Relevant Experience & Reference (TAB 2)	15
3	Firm Plan of Approach (TAB 3)	35
4	Functional Specifications (TAB 4)	35
5	Price Scoring	10
TOTAL POIN	VTS	100

<sup>\*</sup>Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.

#### 2. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, September 29, 2017	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Tuesday, October 31, 2017	Prior to 2:30 PM
First Committee Meeting Short list discussion	Thursday, November 16, 2017	1:30 PM *
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	**Friday, December 1, 2017	1:30 PM *
Commission Meeting	TBD	

#### Additional notes on Submission Schedule:

TBD: To be determined

**NOTE:** Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at <a href="https://www.leegov.com/procurement">www.leegov.com/procurement</a> (Projects, Award Pending).

**End of Section** 

<sup>\*</sup>Meeting Locations: \*1500 Monroe Street, 4th Floor, Fort Myers FL 33901

<sup>\*\*</sup>Meeting to be conducted only if evaluation committee requires presentation/interview meeting(s) from shortlisted vendors.

#### **REQUIRED FORMS**

#### REQUEST FOR PROPOSAL (NON-CCNA)

These forms are <u>required</u> and should be submitted with all proposals. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and <u>returned with your submission</u> package. *Note:* If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

#### Form # Title/Description

#### 1 Solicitation Response Form

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <a href="http://www.sunbiz.org">http://www.sunbiz.org</a> as certification of this required information. Sample attached for your reference.

Verify that all addenda and tax identification number have been provided.

#### 1a Proposal Form

This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County

#### 1b Business Relationship Disclosure Requirement (if Applicable)

Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this <u>disclosure is applicable</u> request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to request form and disclose this relationship, failure to do so could result in being declared non-responsive.

NOTICE: UNDER THE PROVISIONS OF FL § #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.

#### 1C Minimum Requirements Table (RFP)

Provide relevant project information.

#### 2 Affidavit Certification Immigration Laws

Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

#### 3 Reference Survey

Provide this form to a minimum of three references. This form will be turned in with the proposal package.

- 1. **Section 1**: Bidder/Proposer to complete with <u>reference respondent's</u> information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
- 2. **Section 2**: Enter the name of the Bidder/Proposer; provide the project information that the reference respondent is to provide a response for.
- 3. The reference respondent should complete "Section 3."
- 4. **Section 4**: The reference respondent to print and sign name
- 5. A **minimum of 3 reference responses** are requested to be returned with bid or proposal package.
- 6. Failure to obtain reference surveys may make your company non-responsive.

#### 4 Negligence or Breach of Contract Disclosure Form

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous. If you have **no litigation, enter "None" in the first "type of incident" block** of the form. Please do not write N/A on this form.

#### 5 Affidavit Principal Place of Business

Certifies proposer's location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

#### 6 Sub-Contractor List (if applicable)

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

#### 7 Public Entity Crimes Form (Required form)

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

#### Proposal Label (Required)

Self explanatory. Please affix to the outside of the sealed submission documents. The mailing envelope MUST be sealed and marked with:

- ✓ Solicitation Number
- ✓ Opening Date and/or Receiving Date
- ✓ Mailing Address:
   Lee County Procurement Management Division
   1500 Monroe Street, 4<sup>th</sup> Floor Fort Myers, FL 33901

#### *Include any licenses or certifications requested (if applicable)*

It is the Proposer's responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified <u>opening date and time</u>. (If solicitation is not received prior to deadline it cannot be considered or accepted.)

#### Form 1 – Solicitation Response Form



## LEE COUNTY PROCUREMENT MANAGEMENT SOLICITATION RESPONSE FORM

Date Sub	mitted:		<u>_</u>	Deadline Da	te: <u>1</u>	0/31/2017
SOLICITA	TION IDENTIFICATION:	RFP17	0457LKD			
SOLICITA	ATION NAME: Computer A	ided Dispa	tch System (C	AD)		
COMPAN	Y NAME:					
	TITLE: (TYPED ORPRINTED)  S ADDRESS:  L)					
	ATE OR MAILING ADDRESS	<u> </u>				
	SAME AS PHYSICAL					
ADDRESS	MUST MATCH SUNBIZ.ORG	<u> </u>				
E-Mail A	ADDRESS:					
PHONE N			I	FAX NUMBER:		
PROCUE COUNTY In submitt		T WEB SI TO THIS W makes all r	<b>FE</b> FOR ANY A VEB PAGE, BU epresentations r	ADDENDA ISSU T WILL <b>NOT NO</b> required by the ins	ED FOR TH DTIFY. tructions to	HIS PROJECT. THE  Proposer and further warrants
_	sents that: Proposer has exa	_				_
	Dated:					
No	Dated:	No	_ Dated:		No	Dated:
Tax Payer	Identification Number:					
	(1) Emplo	oyer Identific	cation Number -	or- (2) Social Sec	curity Numb	er:

\*\* Lee County collects your social security number for tax reporting purposes only

Please submit a copy of your registration <u>from the website www.sunbiz.org</u> establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

Collusion Statement: Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

#### 2 <u>Scrutinized Companies Certification:</u>

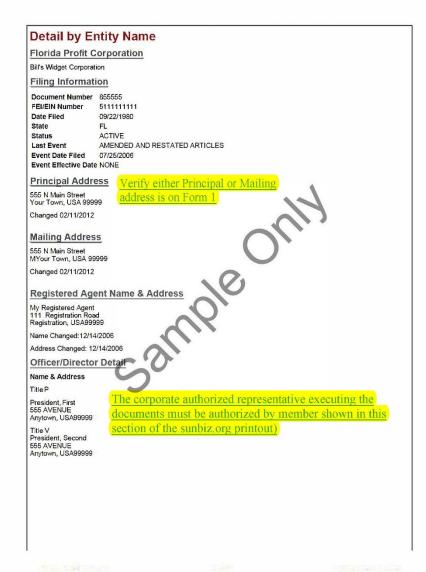
Section 287.135, FL §, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL §.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL §, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

#### Form#1 - Solicitation Form, Page 2

Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee. If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared nonresponsive. Business Relationship Applicable (request form) Business Relationship NOT Applicable Disadvantaged Business Enterprise (DBE) proposer? If yes, please attach a current certificate. Yes No ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER. WITNESSED AND SEALED (IF APPLICABLE) Company Name (Name printed or typed) Authorized Representative Name (printed or typed) (Affix Corporate Seal, if applicable) Witnessed/Attested by: (Witness/Secretary name and title printed or typed) **Authorized Representative's Title** (printed or typed) **Authorized Representative's Signature** Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.





#### Lee County Procurement Management

#### PROPOSAL FORM

Company	Name:
---------	-------

**Computer Aided Dispatch Replacement and** 

Solicitation # RFP170457LKD Solicitation Name Associated Interfaces

Having carefully examined the "Terms and Conditions", and the "Detailed Specifications", all of which are contained herein, propose to furnish the following, which meet these specifications.

#### **Term**

From Notice to Proceed or Purchase Order date, whichever applies, <u>335</u> calendar days to substantial completion, <u>30</u> calendar days to final completion (estimated timeline 365 total calendar days.) Proposal to be based on this timeline. The county reserves the right to negotiate the timeline with awarded vendor.

- 1 Project Management Plan Acceptance: 80% of line item #1
- 2 Installation: 80% of line item #2
- 3 Training: 80% of line item #3
- 4 Go-Live: 80% of line item # 4
- 5 <u>Final Acceptance:</u> 20% of line item 1-4. 100% of line item #5

Timeline to be negotiated and established with awarded vendor.

Item #	Please include this page with Description	Unit of Measure	Total Cost
1	Project Management Plan Acceptance	Lump Sum	\$
2	Installation (tabs 1-10)	Lump Sum	\$
3	Training and Support (tabs 11& 13)	Lump Sum	\$
4	Go-Live	Lump Sum	\$
5	Final Acceptance	Lump Sum	\$
6	Sub-Total (line iten	\$	
bs refere	nced on Proposal Form refer to Excel Docume	ent "Functional Specs"	
ternate:			
7	Hourly Rate for Additional Services	Hourly	\$
8	Support and Maintenance Year 1	Annually	
9	Support and Maintenance Year 2-5	Annually	
10	Support and Maintenance Year 5-10	Annually	
11	Sub-Total (line iten		
rand To	\$		

#### **Proposer Name:**

Relevant Projects: Provide (prefer minimum of 3), similar in scope projects within the last 5 years. Provide a client completed Form 3 reference response for each of the projects referenced. (Additional projects and letters of recommendation may also be attached)

Were any proje	cts, withir	the past five	years, comp	oleted			two months beyond the initial scheduled		
					tim	ie?	(if yes, attach a statement of explanation)	Yes	No
Due in at /O									
Project/Owner							Summary of Project Scope:		
Name:									
Project Address:									
Project									
Representative:									
Representative									
Telephone:									
Representative									
E-Mail:			1		1				
Percentage		% by Proposer	% by Sub-	-					
Completed by:			Contractor	(s)					
Project Cost:	Initial	\$							
	Final	\$							
Project Schedule:	Planned			(calend	ar days)				
	Actual			(calend	ar days)				
Project Detail	(virtual CAD,								
	Disaster recove	ery,							
	move up/cover	r)							
Project/Owner Name:							Summary of Project Scope:		
							Summary of Project Scope.		
Project Address:									
Project Representative:									
Representative									
Telephone:									
Representative					· · · · · · · · · · · · · · · · · · ·				
E-Mail:									
			0/ hu 5h						
Percentage Completed by			% by Sub-	_					
		% by Proposer	Contractor(s)	)					
Project Cost:	Initial	\$							
	Final	\$							
Project Schedule:	Planned			(calenda	ar days)				
	Actual			(calenda	ar days)				
Project detail	(virtual CAD,								
i rojett uetali	Disaster recove	ery,							
	move up/cover	r)							

Proposer Name:				
Project/Owner Name:				
Project Address:				
Project Representative:				
Representative				
Telephone:				
Representative				
E-Mail:			I	
Percentage Completed by			% by Sub-	
		% by Proposer ర	Contractor(s)	
Project Cost:	Initial	\$		
	Final	<u>ې</u>	(ralend	ar days)
Project Schedule:	Planned			ar days)
Dunings date!	Actual (virtual CAD,			40151
Project detail	Disaster recov	ery,		
	move up/cove	r)		
Project/Owner Name:				
Project Address:				
Project Address:				
Project Address: Project Representative:				
Project Representative:				
Project Representative: Representative Telephone: Representative				
Project Representative: Representative Telephone: Representative E-Mail:				
Project Representative: Representative Telephone: Representative			% by Sub-	
Project Representative: Representative Telephone: Representative E-Mail: Percentage Completed by		% by Proposer	% by Sub- Contractor(s)	
Project Representative: Representative Telephone: Representative E-Mail:	Initial	\$		
Project Representative: Representative Telephone: Representative E-Mail: Percentage Completed by Project Cost:	Final		Contractor(s)	ar days)
Project Representative: Representative Telephone: Representative E-Mail: Percentage Completed by	Final Planned	\$	Contractor(s)	ar days)
Project Representative: Representative Telephone: Representative E-Mail: Percentage Completed by  Project Cost: Project Schedule:	Final Planned Actual	\$	Contractor(s)	ar days)
Project Representative: Representative Telephone: Representative E-Mail: Percentage Completed by Project Cost:	Final Planned Actual (virtual CAD, Disaster recov	\$ \$	Contractor(s)	
Project Representative: Representative Telephone: Representative E-Mail: Percentage Completed by Project Cost: Project Schedule:	Final Planned Actual (virtual CAD,	\$ \$	Contractor(s)	

Proposer Name:						
Project/Owner Name:					Summary of Project Scope:	
Project Address:						
Project Representative:						
Representative						
Telephone:						
Representative						
E-Mail:						
Percentage Completed by			% by Sub-			
		% by Proposer	Contractor(s)			
Project Cost:	Initial	\$				
	Final	\$				
Project Schedule:	Planned		(calend	dar days)		
•	Actual		(calend	dar days)		
Project detail	(virtual CAD	,				
•	Disaster rec					
	move up/co					
Project/Owner Name:					Summary of Project Scope:	
Project Address:						
Project Representative:						
Representative						
Telephone:						
Representative						
E-Mail:	1	г	1			
Percentage Completed by			% by Sub-			
		% by Proposer	Contractor(s)			
Project Cost:	Initial	\$				
	Final	\$				
Project Schedule:	Planned		(calend	dar days)		
	Actual		(calend	dar days)		
Project detail	(virtual CAD					
	Disaster rec move up/co					
		·				
Proposed Proj	ect T	eam: (pro	posed for t	his Lee	County project)	
	,000 1	(6.0)	<del>poseu                                    </del>		county project,	
					Name	Years Experience
Project Director					Name	Tears Experience
(Management)						
Project Manager						
-						



#### **AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: RFP170457LKD SOLICITATION NAME: Computer Aided Dispatch System (CAD)

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

	Company Name:		<del></del>	
	Signature	Title	Date	
STATE OF COUNTY OF		_ _		
20, by	(Print or Type Na	as identification.		_day of
(Type of Identi	incation and Nume	·C1)		
Notary Public	Signature			
Printed Name of	of Notary Public			
Notary Commi	ssion Number/Exp	 viration		

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. <u>LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION</u>, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.



## Lee County Procurement Management \*REFERENCE SURVEY\*

Solicitation # RFP170457LKD

**Computer Aided Dispatch System (CAD)** 

Section	1	Reference Respondent Information			Please retu	rn completed for	m to:	
FROM				Ridde	er/Proposer:			
COMPANY: Due Date:								
PHONE #: Total # Pages: 1								
				East #1				
FAX#						Fax #:		
EMAI		[Fata D:]]/Danasa Lafa	.1- C::1 Df d D:		/Proposer E-Mail:			
Section 2		Enter Bidder/Proposer Information , if applicab	ble Similar Performed Proj	ect (Bidder/F	roposer to enter details of a proje	ct performed for above referen	ce responder	nt)
Propose:			Project Address:			Project Cost:		
	. <b>,</b>							
Summarize								
Scope:								
Von es	an indivi	dual or your company ha	ng hoon givon	00 0 00	fananaa an tha nu	vicat identified s	hovo	Dlagge
		ponses in section 3 below		as a re	terence on the pro	ject identified a	ibove.	riease
Section 3	3	TO THE TOTAL OF TH					Indicat	e: "Yes" or "No"
1.	Did this	company have the proper	resources and	person	nel by which to ge	t the job done?		
2.	Were an	y problems encountered w	ith the compa	ny's wo	ork performance?			
3.	Were an	y change orders or contrac	ct amendments	issued	, other than owner	initiated?		
4.	Was the	job completed on time?						
5.	Was the	job completed within budg	get?					
6.	On a sca	ale of one to ten, ten being	best, how wou	ıld you	rate the overall wo	ork		
	performa	nce, considering professio	onalism; final p	roduct				
7	If the one		40.1fo.1d			). (10 being highest)		
7.		portunity were to present it					form	
8.	Please pr	ovide any additional comr	nents pertinen	t to this	s company and the	work performed	for yo	u:
Section 4	1							
Reference N	ama (Print				aaa aubuuit man I a	. Carrete arrelan		C
Keterence N	ame (Finit			PI	ease submit non-Le	e County employ	ees as 1	reierences
Reference Si	ignature							

Form 4 -Negligence or Breach of Contract Disclosure Form



#### ALLEGED NEGLIGENCE OR BREACH OF CONTRACT **DISCLOSURE FORM**

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

#### **Company Name:** Type of Incident **Incident Date Plaintiff Case Number** Court **Claim Reason Project Final Outcome** Alleged Negligence (Who took action County/State And (initial circumstances) (who prevailed) against your company) **Date Filed Breach of Contract**

Make as many copies of this sheet as necessary in order to provide a 10-year history of the requested information. If there is no action pending or action taken in the last 10 years,

partners listed in your pro	posal. Do not inclu		dent" box of this page and return with your proposal package. This form should also include the primary any as the plaintiff. Final outcome should include who prevailed and what method of settlement was mous.
Page Number:	Of	Total pages	
Proposals may be declare responsible" due to past of performance. This determined	d "non-responsive" or pending lawsuits t nination may be ma	due to omissions of "Neglige that are relevant to the subjections."	r of pages. Example: Page 3, of 5 total submitted pages of this form. ence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not ect procurement such that they call into question the ability of the proposer to assure good faith agement Director, after consulting with the County Attorney.



#### AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA) (Lee County Ordinance No. 08-26) Location Identification (CCNA)

Instructions: Please complete all information that is applicable to your firm

Con	mpany Name:			
Printe	d name of authorized signer Title			
$\frac{\Rightarrow}{\text{Autho}}$	prized Signature Date			
affic	signee of this Affidavit guarantee, as evidenced by the sworn davit to interrogatories hereinafter made. <u>LEE COUNTY RESCUMENTATION</u> , AS EVIDENCE OF SERVICES PROVIDENCE.	SERVES TĤI	E RIGHT T	
	e ofnnty of			
The	foregoing instrument was signed and acknowledged before m	ne this		day of
	20			who has produced
	Type of ID and number		as identi	ification (or personally known)
⇒ Notary	y Public Signature	Notary Commissi	on Number and e	xpiration
1.	Principal place of business is located within the boundaries of:		Lee C Collie Non-I	er County
	Local Business Tax License #			
2.	Address of Principal Place of Business:			
3. 4.	Number of years at this location Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years	years Yes*	No	*If yes, attach contractual history for past 3 consecutive years
5. 6.	Number of available employees for this contract Does your company have a Drug Free Workplace Policy	Yes	No	

#### Form 6-Sub-contractor List



#### **SUB-CONTRACTOR LIST**

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (**DBE**) contractors, please attach a current certificate.

1.

#### Form 7: Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

This sworn statement is submitted to
(Print name of the public entity)
by_
(Print individual's name and title)
for
(Print name of entity submitting sworn statement)
whose business address is
(If applicable) its Federal Employer Identification Number (FEIN) is
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworr statement: On the attached sheet.) Required as per IRS Form W-9.

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), <u>Florida Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - 1. A predecessor or successor of a person convicted of a public entity crime:
  - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (*Please indicate which statement applies*.)

Neither the entity submitted this sworn statement, nor any	officers, d	irectors, e	executives,	partners,	shareh	olders.
employees, members, and agents who are active in management of	an entity n	nor affiliat	te of the en	tity have	been c	harged
with and convicted of a public entity crime subsequent to July 1, 198	39.					

The entity submitting this sworn statement, shareholders, employees, member, or agents who are ac been charged with and convicted of a public entity crime	tive in management of the entity, or an af	
The entity submitting this sworn statement, shareholders, employees, member, or agents who are as been charged with and convicted of a public entity crime proceeding before a Hearing Officer of the State of Florio by the Hearing Officer determined that it was not in the on the convicted vendor list. (Attach a copy of the final of the state o	ctive in management of the entity, or an a e subsequent to July 1, 1989. However, th da, Division of Administrative Hearing and public interest to place the entity submitti	offiliate of the entity has ere has been subsequent I the Final Order entered
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS IS VALID THROUGH DECEMBER 31 OF THE CALENDAR AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CHANGE IN THE INFORMATION CONTAINED IN THIS FOR	FOR THAT PUBLIC ENTITY ONLY AN YEAR IN WHICH IS FILED. I ALSO U TO ENTERING INTO A CONTRACT IN FLORIDA STATUTES, FOR CATEGORY	ID, THAT THIS FORM NDERSTAND THAT I I EXCESS OF THE
	(Signature)	-
STATE OFCOUNTY OF	(Date)	-
PERSONALLY APPEARED BEFORE ME, the und who, after first being sworn by me, affixed his/her signature in the of, 2	(Name of individual signing)	
_	(NOTARY PUBLIC)	-
My Commission Expires:		

# Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Submission/Proposal".

PROPOSAL DOCUMENTS • DO NOT OPEN		
SOLICITATION No.:	RFP170457LKD	
SOLICITATION TITLE:	Computer Aided Dispatch System (CAD)	
DATE DUE:	Tuesday, October 31, 2017	
TIME DUE:	Prior to: 2:30 PM	
SUBMITTED BY:		
	(Name of Company)	
e-mail address	Telephone	
DELIVER TO:	Lee County Procurement Management	
	1500 Monroe 4 <sup>th</sup> Floor	
	Fort Myers FL 33901	
Note: proposals receiv	yed after the time and date above will not be accepted.	

Lee County Procurement Management 1500 Monroe Street, 4<sup>th</sup> Floor Fort Myers, FL 33901 (239) 533-8881 www.leegov.com/procurement

#### **PLEASE PRINT CLEARLY**